

# EXHIBIT 1

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8 Attorneys for Defendant/Cross-complainant,  
9 DAVID LUIS PEREZ and Cross-complainant  
10 DONNA PEREZ

11  
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13  
14 COUNTY OF ALAMEDA

15 GARY MOUNTAIN and SUSAN  
16 MOUNTAIN,

17 Plaintiffs,

18 vs.

19 DP ELECTRIC, et al.,

20 Defendants.

CASE NO.: RG 17857926

ASSIGNED FOR ALL PURPOSES TO  
JUDGE ROBERT MCGUINNESS  
DEPARTMENT 22

FIRST AMENDED CROSS-  
COMPLAINT FOR PERSONAL  
INJURIES, LOSS OF CONSORTIUM,  
INDEMNIFICATION,  
APPORTIONMENT OF FAULT, AND  
DECLARATORY RELIEF

JURY TRIAL DEMANDED

21 DAVID LUIS PEREZ and DONNA  
22 PEREZ,

23 Cross-Complainants,

24 vs.

25 CARSON MADRONA COMPANY, LLC;  
26 DIANE PREGERSON GLAZER, as  
27 TRUSTEE OF THE DIANE  
PREGERSON GLAZER SURVIVOR'S

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CASE NO.: RG 17857926  
FIRST AMENDED CROSS-COMPLAINT FOR PERSONAL INJURIES, LOSS OF CONSORTIUM,  
INDEMNIFICATION, APPORTIONMENT OF FAULT, AND DECLARATORY RELIEF

1 TRUST; DIANE PREGERSON  
2 GLAZER, as TRUSTEE OF THE DIANE  
3 PREGERSON GLAZER SURVIVOR'S  
4 TRUST dba SANOAK MANAGEMENT  
5 COMPANY; JAMES L. KRASNE, as  
6 TRUSTEE OF THE GUILFORD  
7 GLAZER TRUST OF 1984; JAMES L.  
8 KRASNE, as TRUSTEE OF THE  
9 GUILFORD GLAZER TRUST OF 1984  
10 dba SANOAK MANAGEMENT  
11 COMPANY; JEREMY BLANCHARD;  
STONELEDGE FURNITURE, LLC;  
WAREHOUSE AND DELIVERY  
SOLUTIONS, INC. dba ASHLEY  
FURNITURE, ASHLEY FURNITURE  
INDUSTRIES, INC.; and DOES 51  
through 100, inclusive,

Cross-Defendants.

14 Cross-complainants DAVID LUIS PEREZ and DONNA PEREZ, pursuant to  
15 California Code of Civil Procedure §§ 428.10-428.80, allege against cross-defendants  
16 CARSON MADRONA COMPANY, LLC; DIANE PREGERSON GLAZER, as  
17 TRUSTEE OF THE DIANE PREGERSON GLAZER SURVIVOR'S TRUST; DIANE  
18 PREGERSON GLAZER, as TRUSTEE OF THE DIANE PREGERSON GLAZER  
19 SURVIVOR'S TRUST dba SANOAK MANAGEMENT COMPANY; JAMES L.  
20 KRASNE, as TRUSTEE OF THE GUILFORD GLAZER TRUST OF 1984; JAMES  
21 L. KRASNE, as TRUSTEE OF THE GUILFORD GLAZER TRUST OF 1984 dba  
22 SANOAK MANAGEMENT COMPANY; JEREMY BLANCHARD; STONELEDGE  
23 FURNITURE, LLC; WAREHOUSE AND DELIVERY SOLUTIONS, INC. dba  
24  
25  
26

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FIRST AMENDED CROSS-COMPLAINT FOR PERSONAL INJURIES, LOSS OF CONSORTIUM,  
INDEMNIFICATION, APPORTIONMENT OF FAULT, AND DECLARATORY RELIEF

1 ASHLEY FURNITURE, ASHLEY FURNITURE INDUSTRIES, INC.; and DOES 51  
2 through 100, inclusive, as follows:

3  
4 **GENERAL ALLEGATIONS**

5 1. The true names and capacities of the cross-defendants, DOES 51-100,  
6 inclusive, whether individual, corporate, associate, or otherwise, are not known to  
7 cross-complainants, who therefore sue said cross-defendants by such fictitious  
8 names. Cross-complainants will seek to amend this Cross-complaint to state their  
9 true names and capacities when they are ascertained. Cross-complainants are  
10 informed and believe and thereon allege that each of the cross-defendants  
11 designated herein as DOE is legally responsible in some form or manner for the  
12 events and happenings herein described, and legally and proximately caused the  
13 injuries and damages to cross-complainants as herein alleged.

15 2. Cross-complainants are informed and believe that, at all times  
16 relevant herein, each cross-defendant was acting as the agent, servant, employee,  
17 alter ego or joint venturer of the remaining cross-defendants, and, in doing the  
18 things hereinafter mentioned, each cross-defendant was acting within the scope of  
19 his employment and authority as such agent, servant, employee, alter ego or joint  
20 venturer with the consent of his co-cross-defendants.

22 3. Cross-Complainants DAVID LUIS PEREZ and DONNA PEREZ are,  
23 and were at all times mentioned herein, husband and wife and citizens and  
24 residents of Alameda County, State of California. At all relevant times, cross-  
25

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1 complainant DAVID LUIS PEREZ is and was an electrical contractor duly licensed  
2 in California and performing services authorized thereby in Alameda County under  
3 the business name DP Electric.

4  
5 4. At all times herein mentioned, cross-defendant CARSON MADRONA,  
6 LLC, was and is a business entity organized and existing under the laws of the  
7 State of California with its principal place of business in Beverly Hills, Los Angeles  
8 County, California, and was authorized to do business and doing business in  
9 Alameda County, California. This cross-defendant appeared in the principal action  
10 herein as "CARSON MADRONA COMPANY, LLC (erroneously served and sued  
11 as Guilford Glazer Trust of 1984 dba San Oak Management Company and the  
12 Guilford Glazer Trust of 1984)." This cross-defendant and any and all predecessors  
13 and successors in interest and assigns, are collectively referred to herein as  
14 "CARSON MADRONA."  
15

16  
17 5. Cross-defendant DIANE PREGERSON GLAZER is sued herein as  
18 TRUSTEE OF THE DIANE PREGERSON GLAZER SURVIVOR'S TRUST, a  
19 business entity organized and existing under the laws of the State of California  
20 with its principal place of business in Los Angeles County, California and  
21 authorized to do business and doing business in Alameda County, California. This  
22 cross-defendant appeared in the principal action herein as "THE DIANE  
23 PREGERSON GLAZER SURVIVOR'S TRUST (erroneously served and sued as  
24 THE DIANE PREGERSON GLAZER TRUST (originally served and sued as DOE  
25

27)." Cross-defendant DIANE PREGERSON GLAZER is also sued herein as TRUSTEE OF THE DIANE PREGERSON GLAZER SURVIVOR'S TRUST dba SANOAK MANAGEMENT COMPANY, a business entity organized and existing under the laws of the State of California with its principal place of business in Los Angeles County, California and authorized to do business and doing business in Alameda County, California.

6. Cross-defendant JAMES L. KRASNE is sued herein as TRUSTEE OF THE GUILFORD GLAZER TRUST OF 1984, a business entity organized and existing under the laws of the State of California with its principal place of business in Los Angeles County, California and authorized to do business and doing business in Alameda County, California. Cross-defendant JAMES L. KRASNE is also sued herein as TRUSTEE OF THE GUILFORD GLAZER TRUST OF 1984 dba SANOAK MANAGEMENT COMPANY a business entity organized and existing under the laws of the State of California with its principal place of business in Los Angeles County, California and authorized to do business and doing business in Alameda County, California. Cross-defendant DIANE PREGERSON GLAZER as TRUSTEE OF THE DIANE PREGERSON GLAZER SURVIVOR'S TRUST dba SANOAK MANAGEMENT COMPANY and cross-defendant JAMES L. KRASNE as TRUSTEE OF THE GUILFORD GLAZER TRUST OF 1984 dba SANOAK MANAGEMENT COMPANY, and any and all successors and predecessors in



1 interest and assigns, are collectively referred to herein as SANOAK  
2 MANAGEMENT.

3 7. Cross-complainants allege on information and belief that cross-  
4 defendant JEREMY BLANCHARD is and was at all times herein mentioned an  
5 individual and a citizen and resident of San Mateo County, State of California, and  
6 managing agent and employee of cross-defendants SANOAK MANAGEMENT  
7 and/or CARSON MADRONA. This cross-defendant appeared in the principal action  
8 herein as "JEREMY BLANCHARD (originally served and sued as DOE 31)."  
9

10 8. At all times herein mentioned, cross-defendant WAREHOUSE AND  
11 DELIVERY SOLUTIONS, INC. dba ASHLEY FURNITURE was a business entity  
12 organized and existing under the laws of the State of California with its principal  
13 place of business in Vista, San Diego County, California. Cross-defendant ASHLEY  
14 FURNITURE INDUSTRIES, INC. was and is a business entity organized and  
15 existing under the laws of the State of Wisconsin with its principal place of business  
16 in Arcadia, Trempealeau County, Wisconsin. Cross-defendant ASHLEY  
17 FURNITURE INDUSTRIES, INC. appeared in the principal action herein as  
18 "ASHLEY FURNITURE INDUSTRIES, INC. (erroneously served and sued as  
19 "Ashley, Furniture Inc"). Cross-complainants allege on information and belief that  
20 these defendants were at all times herein authorized to do business and were doing  
21 business in Alameda County, State of California. Cross-defendants WAREHOUSE  
22 AND DELIVERY SOLUTIONS, INC. dba ASHLEY FURNITURE, and cross-  
23  
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1 defendant ASHLEY FURNITURE INDUSTRIES, INC., and any and all  
2 predecessors and successors in interest and assigns, are collectively referred to  
3 herein as "ASHLEY FURNITURE."

4  
5 9. At all times herein mentioned, cross-defendant STONELEDGE  
6 FURNITUTRE, LLC was and is a business entity organized and existing under the  
7 laws of the State of Wisconsin with its principal place of business in Arcadia,  
8 Trempealeau County, Wisconsin, and was authorized to do business and doing  
9 business in Alameda County, State of California. This cross-defendant has  
10 appeared in the principal action herein. This cross-defendant, and any and all  
11 predecessors and successors in interest and assigns, are collectively referred to  
12 herein as "STONELEDGE FURNITURE."

13  
14 10. Venue is proper in Alameda County because the incident that gave rise  
15 to the action by and against the cross-complainants occurred in that county.

16  
17 11. Cross-complainants are informed and believe and thereon allege that  
18 at all times herein mentioned, certain of the cross-defendant DOES are the  
19 successors in interest of one or more of the remaining cross-defendants and, on that  
20 basis, are liable for any act or omission of said cross-defendants alleged in this  
21 Cross-complaint.

22  
23 12. The events described herein occurred on or about May 17, 2016, at  
24 certain premises being operated as a warehouse located at 6195 Coliseum Way in  
25 Oakland, California ("the Premises").

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1           13. Cross-complainants are informed and believe and thereon allege that,  
2 at the time of the incident, cross-defendant CARSON MADRONA was the owner of  
3 the Premises, cross-defendants CARSON MADRONA and/or SANOAK  
4 MANAGEMENT and JEREMY BLANCHARD occupied a portion of the premises  
5 for the purpose of serving as the on-site property manager, and cross-defendants  
6 WAREHOUSE AND DELIVERY SOLUTIONS, INC. dba ASHLEY FURNITURE  
7 and/or ASHLEY FURNITURE INDUSTRIES, INC. and/or STONELEDGE  
8 FURNITURE, LLC were a tenant occupying a portion of the premises pursuant to a  
9 written lease agreement.  
10

11           14. Cross-complainants allege on information and belief that the written  
12 lease dated January 17, 2012 was initially between cross-defendant CARSON  
13 MADRONA as lessor and cross-defendant WAREHOUSE AND DELIVERY  
14 SOLUTIONS, INC. dba ASHLEY FURNITURE as lessee, and that by written  
15 assignment and assumption of lease dated April 5, 2016, cross-defendant  
16 WAREHOUSE AND DELIVERY SOLUTIONS, INC. dba ASHLEY FURNITURE,  
17 assigned its interest in said lease to cross-defendant STONELEDGE  
18 FURTNITURE, LLC.  
19

20           15. On the day of the incident that gives rise to this Cross-complaint,  
21 cross-complainant DAVID LUIS PEREZ received a telephone call from an  
22 individual calling on behalf of cross-defendant ASHLEY FURNITURE and/or the  
23 other cross-defendants occupying a portion of the Premises, requesting a service call  
24  
25

1 to repair certain problems with electrical lighting at the Premises. DAVID LUIS  
2 PEREZ arrived at the subject Premises shortly thereafter that same day to perform  
3 the requested repairs.

4  
5 16. Cross-complainants are informed and believe and thereon allege that,  
6 unbeknownst to DAVID LUIS PEREZ, and not readily discoverable by him, the  
7 subject Premises and the electrical installations and equipment thereon were in a  
8 dangerous, unworkmanlike condition in that, among other things, they were not in  
9 compliance with state laws and local ordinances, were improperly installed an  
10 constructed, were improperly situated and labeled or not labeled at all, were in  
11 disrepair and so negligently and carelessly owned, controlled, maintained and, that  
12 while cross-complainant DAVID LUIS PEREZ worked to replace a fuse in a careful  
13 manner, having taken all usual and necessary precautions, the electrical  
14 installation on which he was working exploded, causing an arc flash, severely  
15 burning him and causing injuries and damages alleged herein.

#### 18 FIRST CAUSE OF ACTION

19 (By DAVID LUIS PEREZ for NEGLIGENCE - Premises Liability)

20 17. Cross-complainants incorporate by reference each of the Paragraphs 1  
21 through 16 as though fully set forth herein.

22  
23 18. At all times mentioned herein, cross-defendants, and each of them,  
24 designed, constructed, approved, owned, controlled, possessed, modified, managed,  
25 and/or maintained the Premises and the surrounding area.

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1 19. Cross-defendants, and each of them, had a duty to control and  
2 maintain said Premises in a reasonably safe condition.

3 20. Cross-defendants, and each of them, breached this duty by negligently  
4 designing, constructing, approving, owning, controlling, possessing, creating,  
5 modifying, managing, and/or maintaining the electrical distribution system and  
6 equipment in an unworkmanlike manner, such that unreasonable hazards existed  
7 on the Premises. Cross-defendants, and each of them, (1) knew or should have  
8 known of the electrical distribution system in the Premises to be prone to  
9 unexpected arcing even when normal precautions are taken, and the extraordinary  
10 and hidden dangers it presented for causing electrical injury and (2) failed to take  
11 adequate measures to correct, warn of, or identify the hazards that existed and that  
12 they created.  
13  
14

15 21. The negligence and other wrongful conduct of said cross-defendants, as  
16 herein described, was a legal cause of, and a substantial contributing factor in, the  
17 injuries and damages to DAVID LUIS PEREZ as alleged herein.  
18

19 22. By reason of the premises, plaintiff DAVID LUIS PEREZ has suffered  
20 general damages, continues to suffer same, and alleges upon information and belief  
21 that he will suffer such damages in the future, including but not limited to:  
22 permanent physical injuries, including second and third degree burns, requiring  
23 emergency care, hospitalizations, surgeries and other medical interventions and  
24 therapies, pain, suffering, disability, disfigurement, scarring, psychological and  
25



27. As a direct and legal result of the breach of said duties of cross-defendants, and each of them, to comply with these statutes and ordinances, cross-complainant DAVID LUIS PEREZ was exposed to unreasonable hazards, and the negligence and other wrongful conduct of said cross-defendants, as herein described, was a legal cause of, and a substantial contributing factor in, the injuries and damages to DAVID LUIS PEREZ as alleged herein.

28. By reason of the premises, plaintiff DAVID LUIS PEREZ has suffered general damages, continues to suffer same, and alleges upon information and belief that he will suffer such damages in the future, including but not limited to: permanent physical injuries, including second and third degree burns, requiring emergency care, hospitalizations, surgeries and other medical interventions and therapies, pain, suffering, disability, disfigurement, scarring, psychological and emotional distress, shock, fear, humiliation, anguish, inconvenience, and the like, all in an amount to be proven at trial.

29. By further reason of the premises, DAVID LUIS PEREZ has suffered special damages, continues to suffer same, and alleges upon information and belief that he will suffer such damages in the future, including but not limited to: medical and related economic expenses, loss of income and diminished earning capacity, loss of the ability to provide household services, and other special damages, all in an amount to be proven at trial.

///

**THIRD CAUSE OF ACTION****(by DAVID LUIS PEREZ for NEGLIGENCE – Negligent Hiring and Retention)**

30. Cross-complainants incorporate by reference each of the Paragraphs 1 through 29 as though fully set forth herein.

31. Prior to May 17, 2016, cross-defendants, and each of them, had the authority to hire, retain and entrust employees, agents, independent contractors, and others to install, construct, inspect, repair, modify, and maintain the electrical power distribution system and equipment at the Premises, as well to suspend and terminate employees, agents, contractors and others to whom said cross-defendants had entrusted such work, and who were found after hiring to be incompetent or unfit for that purpose.

32. At all times herein mentioned, cross-defendants, and each of them, knew or reasonably should have known that the employees, agents, independent contractors, and others they hired to perform such services at the Premises were incompetent or unfit, and likely to harm other persons or property in the performance of work entrusted to them, and/or failed to exercise reasonable care to discover whether said employees and others were unfit or incompetent to perform said work.

33. Cross-complainants allege on information and belief that cross-defendants, and each of them, nevertheless hired employees, agents, independent



1 contractors, and others to perform such services at the Premises who were  
2 incompetent or unfit and likely to harm other persons or property in the  
3 performance of work entrusted to them, and/or failed to exercise the authority they  
4 had to suspend and terminate such agents and employees who were incompetent or  
5 unfit after they had discovered, or reasonably should have discovered, that said  
6 agents and employees were incompetent or unfit and likely to harm other persons or  
7 property performing the work entrusted to them.  
8

9       34. Because of their incompetence or unfitness, said agents and employees  
10 of cross-defendants, and each of them, while performing the work or activity of their  
11 employment and/or utilizing the instrumentalities entrusted to them, caused cross-  
12 complainant DAVID LUIS PEREZ to suffer injuries and damages herein alleged.  
13

14       35. By reason of the premises, plaintiff DAVID LUIS PEREZ has suffered  
15 general damages, continues to suffer same, and alleges upon information and belief  
16 that he will suffer such damages in the future, including but not limited to:  
17 permanent physical injuries, including second and third degree burns, requiring  
18 emergency care, hospitalizations, surgeries and other medical interventions and  
19 therapies, pain, suffering, disability, disfigurement, scarring, psychological and  
20 emotional distress, shock, fear, humiliation, anguish, inconvenience, and the like,  
21 all in an amount to be proven at trial.  
22

23       36. By further reason of the premises, DAVID LUIS PEREZ has suffered  
24 special damages, continues to suffer same, and alleges upon information and belief  
25

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that he will suffer such damages in the future, including but not limited to: medical and related economic expenses, loss of income and diminished earning capacity, loss of the ability to provide household services, and other special damages, all in an amount to be proven at trial.

#### FOURTH CAUSE OF ACTION

(by DAVID LUIS PEREZ for NEGLIGENCE – General Negligence)

37. Cross-complainants incorporate by reference each of the Paragraphs 1 through 36 as though fully set forth herein.

38. At the time of the incident, cross-defendants, and each of them, owed a duty to cross-complainant DAVID LUIS PEREZ to not unreasonably increase the risk of harm at the Premises, and a further duty to provide adequate warning of any hazardous conditions on the subject Premises of which they had actual and/or constructive notice.

39. Cross-defendants, and each of them, breached their duty in that said cross-defendants, among other things, designed, constructed, approved, owned, controlled, created, possessed, modified, managed, maintained, repaired and/or failed to repair, and inspected and/or failed to inspect the electrical power distribution system and equipment at the Premises, such that, on or about May 17, 2016, the equipment on which cross-complainant DAVID LUIS PEREZ was working exploded and severely injured him.

1           40. Cross-defendants, and each of them, had actual or constructive notice  
2 of these hazards and a reasonable opportunity to correct them.

3           41. By reason of the premises, plaintiff DAVID LUIS PEREZ has suffered  
4 general damages, continues to suffer same, and alleges upon information and belief  
5 that he will suffer such damages in the future, including but not limited to:  
6 permanent physical injuries, including second and third degree burns, requiring  
7 emergency care, hospitalizations, surgeries and other medical interventions and  
8 therapies, pain, suffering, disability, disfigurement, scarring, psychological and  
9 emotional distress, shock, fear, humiliation, anguish, inconvenience, and the like,  
10 all in an amount to be proven at trial.

11           42. By further reason of the premises, DAVID LUIS PEREZ has suffered  
12 special damages, continues to suffer same, and alleges upon information and belief  
13 that he will suffer such damages in the future, including but not limited to: medical  
14 and related economic expenses, loss of income and diminished earning capacity, loss  
15 of the ability to provide household services, and other special damages, all in an  
16 amount to be proven at trial.

17  
18  
19  
20                               **FIFTH CAUSE OF ACTION**

21                               **(by DONNA PEREZ for Loss of Consortium)**

22           43. Cross-complainants incorporate by reference each of the Paragraphs 1  
23 through 42 as though fully set forth herein.  
24  
25

44. Because of the harm they caused to cross-complainant DAVID LUIS PEREZ as set forth above, cross-defendants, and each of them, are liable in tort for the injury to cross-complainant DONNA PEREZ who suffered a loss of consortium as a result of the injuries to her spouse, cross-complainant DAVID LUIS PEREZ.

45. Cross-complainant DONNA PEREZ was married to cross-complainant DAVID LUIS PEREZ was married prior to May 17, 2016. At all times mentioned herein they were, and still are, husband and wife.

46. As a direct, proximate and legal result of the negligence of the cross-defendants, and each of them, and the physical injuries that resulted proximately and legally therefrom, Cross-complainant DONNA PEREZ has suffered a loss of consortium which included and includes the mental anguish of watching her husband suffer from his injuries, ongoing disabilities, and emotional distress, and she has further been caused to and has rendered care, assistance and services for the attendance of her spouse, cross-complainant DAVID LUIS PEREZ.

47. Prior to suffering electrical burns and related injuries on May 17, 2016, cross-complainant DAVID LUIS PEREZ was able to and did perform his duties as a husband. Subsequent to the injuries he sustained on that date as herein alleged, and as a proximate result thereof, DAVID LUIS PEREZ has been prevented by his injuries from performing his duties as a husband to cross-complainant DONNA PEREZ.



1 upon a derivative form of liability not resulting from his own conduct but only from  
2 an obligation imposed upon cross-complainant DAVID LUIS PEREZ by law;  
3 therefore, he would be entitled to complete indemnity from each cross-defendant.  
4

#### 5 SEVENTH CAUSE OF ACTION

##### 6 (by DAVID LUIS PEREZ for APPORTIONMENT OF FAULT)

7 52. Cross-complainants incorporate by reference each of the Paragraphs 1  
8 through 51 as though fully set forth herein.

9 53. Each cross-defendant was responsible, in whole or in part, for the  
10 injuries if any, suffered by plaintiffs as alleged in the principal action. Cross-  
11 complainant DAVID LUIS PEREZ contends that he is not liable for the events and  
12 occurrences described in plaintiffs' complaint.  
13

14 54. If cross-complainant DAVID LUIS PEREZ is somehow judged to be  
15 liable to plaintiffs, each cross-defendant should be required: (1) to pay a share of  
16 plaintiffs' judgment which is in proportion to the comparative negligence of that  
17 cross-defendant in causing plaintiff's damages; and (2) to reimburse cross-  
18 complainant DAVID LUIS PEREZ for any payments he makes in excess of his  
19 proportional share, if any, of all cross-defendants' negligence.  
20

#### 21 EIGHTH CAUSE OF ACTION

##### 22 (by DAVID LUIS PEREZ for DECLARATORY RELIEF)

23 55. Cross-complainants incorporate by reference each of the Paragraphs 1  
24 through 54 as though fully set forth herein.  
25



1           56. An actual controversy exists between the parties concerning their  
2       respective rights and duties because cross-complainant DAVID LUIS PEREZ  
3       contends and cross-defendants dispute that cross-defendants caused and/or  
4       contributed to any and all injuries and damages alleged to have been sustained by  
5       plaintiffs in the principal action. Cross-complainant therefore seeks a declaration of  
6       his rights to indemnification, contribution and/or apportionment.  
7

8           57. If recovery is had against cross-complainant DAVID LUIS PEREZ,  
9       cross-complainant is entitled to an Order of Declaratory Relief, setting forth his  
10      right to recover from cross-defendants.  
11

#### 12                                   PRAYER FOR RELIEF

13       **WHEREFORE**, cross-complainants pray judgment against cross-defendants,  
14      and each of them, as follows:

- 15       1. Total and complete indemnity for any judgment rendered against cross-  
16       complainant DAVID LUIS PEREZ;
- 17       2. Judgment in a proportionate share from each cross-defendant;
- 18       3. A judicial determination that cross-defendants were the legal cause of any  
19       injuries and damages sustained by plaintiffs in the principal action, and  
20       that cross-defendants indemnify cross-complainant DAVID LUIS PEREZ,  
21       either completely or partially, for any sums of money which may be  
22       recovered against cross-complainant DAVID LUIS PEREZ by plaintiffs;
- 23       4. General damages to cross-complainants according to proof;
- 24
- 25
- 26

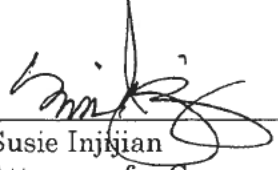
26                                   - 20 -

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5. Special damages for medical and related expenses, loss of earnings, loss of earning capacity, and loss of the ability to provide household services in amounts according to proof;
6. Interest as allowed by law;
7. Costs of suit and attorney fees as allowed by law;
8. That this matter be tried before a jury;
9. Any other damages to which cross-complainants may be entitled under applicable laws.

DATED: May 16, 2018

INJIJIAN LAW OFFICE, APC

  
Susie Injilian  
Attorneys for Cross-complainants  
DAVID LUIS PEREZ and  
DONNA PEREZ

## PROOF OF SERVICE

I am an active member of the State Bar of California and am not a party to this action. My business address is 775 San Diego Road, Berkeley, California 94707.

On this date I served the following documents:

☒ by placing a true copy thereof enclosed in a sealed envelope with U.S. Mail postage fully prepaid in the United States mail at Berkeley, California, addressed as shown below.


☐ by facsimile to the facsimile number(s) shown below.

☐ by causing a true copy thereof enclosed in a sealed envelope to be hand delivered.

☐ by causing a true copy thereof enclosed in a sealed envelope to be delivered by FEDEX.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Berkeley, California on May 16, 2018.

  
Susie Injijian

See attached list.

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CASE NO.: RG 17857926

FIRST AMENDED CROSS-COMPLAINT FOR PERSONAL INJURIES, LOSS OF CONSORTIUM, INDEMNIFICATION, APPORTIONMENT OF FAULT, AND DECLARATORY RELIEF

ACE000837

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Company and the Guilford Glazer Trust  
of 1984), and for Defendants The Diane  
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CASE NO.: RG 17857926  
FIRST AMENDED CROSS-COMPLAINT FOR PERSONAL INJURIES, LOSS OF CONSORTIUM,  
INDEMNIFICATION, APPORTIONMENT OF FAULT, AND DECLARATORY RELIEF